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ALISON CHASE AZ, CA
FELICIA J. CRAICK WA
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RON KILGARD AZ, DC, NY
DAVID J. KO WA
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BENJAMIN J. LANTZ WA
CARI CAMPEN LAUFENBERG WA

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DEREK W. LOESER NY, WA
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KATHRYN MCCALLUM WA
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DANIEL MENSHER OR, WA
KEIL M. MUELLER NY, OR
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** OF COUNSEL

April 26, 2023

Via CM/ECF

Hon. Lorna G. Schofield
United States District Court
Southern District of New York
40 Foley Square
New York, NY 10007

Re: *Curtis v. JPMorgan Chase Bank*, Case No. 22-cv-10286 (S.D.N.Y.)—Parties’
Response to Court’s April 19, 2023, Order (Doc. No. 62)

Dear Judge Schofield:

On March 17, 2023, JPMorgan Chase Bank, N.A. and Early Warning Services, LLC (together, “Defendants”) jointly filed a motion to compel arbitration and stay this action pending such arbitration (the “Motion”), indicating “Oral Argument Requested” in the caption of their Motion. *See* Doc. No. 45. On April 18, 2023, Plaintiffs filed a letter motion requesting oral argument be held. *See* Doc. No. 58. On April 19, 2023, the Court issued an order (the “Order”), in which the Court directed the parties to submit a “joint letter . . . identify[ing] the attorney(s) who would argue the motion on behalf of each side if the request for oral argument is granted. . . . In the alternative, such a letter shall state whether a party withdraws its request for oral argument.” (Doc. No. 62). The parties submit the following in response to the Order:

Plaintiffs’ position: Plaintiffs identify Chris N. Ryder of Keller Rohrbach L.L.P. and Pamela Prescott of Kazerouni Law Group, APC as lawyers with five years or few of legal experience to present on behalf of Plaintiffs Keanna Curtis and Miranda Jane Bennett-

Hon. Lorna G. Schofield
April 26, 2023
Page 2

KELLER ROHRBACK L.L.P.

Morales¹. Per the Court's Individual Rules and Procedures I(B)(3), Plaintiffs request oral argument to be conducted via video conference.

Defendants' position: Upon review and consideration of the Court's Order—and in light of Your Honor's Individual Rule III(B)(6) stating that “[t]he Court ordinarily does not hear oral argument”—Defendants withdraw their request for oral argument on their Motion. Defendants submit that the Motion can and should be decided on the parties' written submissions.² Should the Court find oral argument necessary or appropriate and grant Plaintiffs' request for oral argument, Defendants respectfully request that no limitation be placed on counsel who may appear at such hearing on their behalf given that they have withdrawn their own oral argument request.

The parties thank the Court for its attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Nanfelt', is written over a light blue horizontal line.

Nathan Nanfelt
Attorney for Plaintiffs

cc: All counsel via ECF

¹ *Pro hac vice* applications for Mr. Ryder and Ms. Prescott are pending.

² As Defendants conveyed to the Court in their reply memorandum of law, Defendants stand ready to “submit courtesy copies of the [relevant] agreements in full, consistent with Rule III(B)(3), or submit supplemental declarations annexing full agreements upon the Court’s request.” Doc. No. 59 at 1 n.2.